

# **EXHIBIT D**

**AMENDMENT TO MANAGED SERVICE PROVIDER AGREEMENT**

This Amendment (the “**Amendment**”) is effective October 12, 2021 between Symmetry Workforce Solutions, LLC (“**Symmetry**”) and Capital Health System, Inc. (“**Client**”) and amends the Managed Service Provider Agreement between the parties dated March 2, 2020 (the “**Agreement**”).

NOW, THEREFORE, the parties agree as follows:

1. **Section II(f)(i) Competency and Compliance Documentation.** Section II(f)(i) shall be amended by adding the following language:  

“Symmetry shall additionally provide Client with a drivers abstract for each Candidate who, as a part of their assignment with Client, will operate a motor vehicle prior to the Candidate’s start date with Client and thereafter upon Client’s request.”
2. **Section II(l) Manner of Work.** Section II(l) shall be amended by removing in its entirety the last sentence of this subsection which reads “Client shall not, under any circumstances, request or permit any Symmetry Candidate to use any vehicle, regardless of ownership, in connection with the performance of any work or service for Client without the written permission of Symmetry.”
3. **Automobile Use.** For Candidates where a vehicle owned or leased by Client is used in connection with the performance of any work or service for and when such Candidate is on assignment with Client, Client agrees as follows:
  - a. Section III (c) Insurance. Section III(c) shall be amended by adding the following as Section III(c)(i):  

“**i. Automobile Insurance.** Client shall provide automobile insurance with a limit of no less than one million dollars (\$1,000,000) combined single limit. The automobile liability policies shall name Symmetry as an additional insured and be primary and noncontributory.”
  - b. Section III(d) Indemnification. Section III(d) shall be amended by adding the following as Section III(d)(v):  

“**v. Automobile Indemnity.** To the fullest extent permitted by law, Client agrees to defend, indemnify and hold harmless Symmetry against any and all Losses to the extent caused by Symmetry’s Candidates’ use of a vehicle owned or leased by Client in connection with the performance of any work or service for and when on assignment with Client; except that the indemnity obligations in this section shall not apply to the extent the Losses are caused by the negligent act or omission, willful misconduct, breach of the Agreement, or unlawful act by Symmetry.”
4. **Amendment Controlling.** This Amendment is incorporated into and made a part of the Agreement. In the event there is a conflict, inconsistency, or incongruity between the terms and conditions of the Agreement and this Amendment, the provisions of this Amendment shall govern and control. Terms defined in the Agreement shall bear the same definitions in this Amendment except as otherwise expressly set forth in this Amendment. All other terms and conditions of the Agreement remain in full force and effect.

**[SIGNATURE PAGE TO FOLLOW]**


**AMENDMENT TO MANAGED SERVICE PROVIDER AGREEMENT**

**ACCEPTED AND AGREED TO BY:**

**Capital Health System, Inc.**

**Symmetry Workforce Solutions, LLC**

By: \_\_\_\_\_  
Signature

By:  \_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Peter Kaufman  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
EVP, Enterprise Services  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
10/20/2021  
Date